

# MCGLEW AND TUTTLE, P.C.

PATENT, TRADEMARK, COPYRIGHT, AND UNFAIR COMPETITION CAUSES

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**VIA FACSIMILE AND MAIL**

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**FAXED**  
9.20.07

Stoll, Miskin & Badie  
The Empire State Building  
350 Fifth Avenue, Suite 4710  
New York, New York 10001-3600  
ATTN.: Mr. James W. Badie, Esq.

RE: Golden Bay Enterprises, Inc. v. Wal-Mart Stores, Inc.  
Civil Action No.: CV-00-6977-CBA-JMA  
Golden Bay Enterprises, Inc. v. Inliten  
Civil Action No.: CV-01-2208  
Our Ref.: 69916/70176

Dear Mr. Badie:

We have received your letter of August 28, 2007 addressed to Willis Electric Co. Ltd. As you should recall, we represent Willis Electric Co. Ltd. with regard to this matter.

This letter mentions possible court action with regard to United States Patent Number 5,645,342. The settlement agreement is quite clear that there can be no further court action with regard to US 5,645,342 and other patents and patents based on patent applications filed prior to the date of the settlement agreement. In particular, the agreement includes specific language wherein Golden Bay Enterprises Inc. releases Willis electric Co. Ltd. and purchasers of products from Willis Electric Co. Ltd. and covenants not to sue regarding such patents, particularly including US 5,645,342. The following language is very clear:

2.2 *Golden Bay and Wein Ace covenant not to sue Willis Electric and its related entities, especially Willis Electric customers and Willis Electric's Third Party Beneficiaries, as to any U.S. and Foreign patents currently assigned to Golden Bay or licensed to Golden Bay and any other U.S. or Foreign patents issuing to Golden Bay as assignee based on patent applications filed on or before the date of execution of this Agreement.*

**Exhibit "4C"**

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This matter was fully concluded as to US 5,645,342 and any other pre-existing patents and patent applications with the execution of the above referenced agreement. Additionally, Willis has provided valuable consideration for this release and covenant not to sue. The settlement agreement concluded all terms with regard to US 5,645,342 and concluded all actions relating to such patent.

We do not at all understand your client's concern with regard to section 7 of the agreement. Willis Electric Company Limited has not disregarded any term of the agreement. At this time we are not aware of any new patents of Golden Bay Enterprises Inc. requiring cooperation relating to terms of use.

Very truly yours,  
McGlew and Tuttle, P.C.



John James McGlew

JJM/jj  
000168-C1

Copy to: Michael Wu